

Exhibit No. 2

3. LAW AND JURISDICTION.

- a) Shipments to and from Ports outside the United States of America (U.S.): Unless the Carrier otherwise agrees in writing, any claim by the Merchant shall be referred to the exclusive jurisdiction of the High Court of Justice, England, which shall apply English law. Any claim by the Carrier shall be referred at Carrier's sole option to the High Court of Justice, England, or to London Arbitration under the current rules of the London Maritime Arbitrators Association (LMAA), with each appointing its own arbitrator, the two so chosen appointing a third, English Law to apply. In the event of an award the arbitrators shall award simple interest.
- b) Shipments to and from Ports of the U.S.: Except as provided in the second sentence hereof, any claim shall be subject to the exclusive jurisdiction of the U.S. District Court of the Southern District of New York, which shall apply U.S. Law. Notwithstanding the foregoing, at Carriers sole option, any claim hereunder may be dealt with as set out in 3(a) above
- c) Notwithstanding (a) and (b) above, all shipments to and from ports of Mexico shall be subject to the exclusive jurisdiction of the Mexico City Federal Court, which shall apply Mexican Law.

4. SUBCONTRACTING/HIMALAYA CLAUSE.

- a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any or all duties whatsoever undertaken by the Carrier in relation to the Goods.
- b) The Merchant undertakes that no claim or allegation whatsoever shall be made against any servant, agent, or Sub-contractor of the Carrier (including owners, master and crew of any Vessel) which imposes or attempts to impose upon any of them, or any property or vessel owned or demise charterred by any of them, any liability whatsoever in connection with the Goods and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the aforesaid, every servant, agent and Sub-contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit and in entering into this contract the Carrier, to the extent of those provisions, does so not only on his behalf, but also as agent and trustee for such servants, agents and Sub-contractors.
- c) In entering into this Bill of Lading contract the Carrier does so not only on it's own behalf, but also as agent and trustee for such Sub-contractors, their servants and agents.

5. CARRIER'S RESPONSIBILITY AND CLAIMS BY MERCHANT